

Application No. 10/788,954
Response dated 29 October 2007

Attorney Docket No. GL-6115DIV

REMARKS

The specification (abstract) has been amended. No new matter has been added.

Claims 10-17, 19-20, and 22-28 are pending. Claims 19-20 are withdrawn and claims 1-9, 18, and 21 are canceled without prejudice. Claim 10 is currently amended. Support for the amendments can be found throughout the instant specification, for instance at page 14, lines 8-15. No new matter has been added by these amendments.

Objection to the Specification

The Examiner has objected to the abstract of the disclosure for allegedly containing phrases which can be implied (paragraph 7 of the Office Action) and for allegedly comparing the invention with the prior art (paragraph 8 of the Office Action). Applicants have amended the abstract of the disclosure. Applicants believe that the amended abstract is in compliance with the recommendations of MPEP §608.01(b). Applicants respectfully request withdrawal of the objection to the specification.

Rejections Under 35 U.S.C. §112

The Examiner has maintained his rejection of claims 16, 17, and 23 under 35 U.S.C. §112, second paragraph for the reasons set forth in the fourth paragraph on page 4 of the September 7, 2006 Office Action. Specifically, the Examiner contends that it cannot be ascertained whether or not the milk protein salt (claim 16) or the sodium caseinate (claims 17 and 23) are actually present in the final product. In response to applicants' arguments, the Examiner further contends that it cannot be ascertained whether or not milk protein salts would be considered "water-soluble additives."

Applicants respectfully submit that one of ordinary skill in the art would understand a milk protein salt or sodium caseinate to be a "water-soluble additive." Furthermore, and solely for the purpose of furthering prosecution, applicants have amended claim 10 to positively recite the step of leaching. Applicants respectfully submit that claims 16, 17, and 23 are in full compliance with the requirements of 35 U.S.C. §112, and request withdrawal of the rejection.

In accordance with the foregoing remarks, applicants respectfully request that the rejections under 35 U.S.C. §112 be withdrawn.

Rejections Under 25 U.S.C. § 102

The Examiner has maintained his rejection of claims 10, 16, and 17 under 35 U.S.C. §102(b) over U.S. Patent No. 5,869,591 to McKay et al. ("McKay") for the reasons set forth in paragraph 10 of the September 7, 2006 Office Action. In response to the applicants' arguments, the Examiner specifically contends that (page 7 of the Office Action):

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A polymer that includes isoprene is a polyisoprene, regardless of whether it is a homopolymer of isoprene or a copolymer (interpolymer) that includes isoprene. The claim term "polyisoprene" does not limit a claim to a homopolymer of isoprene.

Applicants respectfully disagree with the Examiner's contention, and in support, have filed herewith the Declaration of Shiping Wang Under 37 C.F.R. §1.132 ("Declaration"). Applicants further hereby incorporate by reference the remarks set forth in the May 22, 2007 Amendment and Response.

In the September 7, 2006 Office Action, the Examiner alleged that McKay teaches "a synthetic elastomeric polyisoprene article." McKay is as described in the May 22, 2007 Amendment. Specifically, the subject of McKay is "thermoset interpolymers" (title). More specifically, McKay states that "[t]he subject invention provides a thermoset elastomer comprising a crosslinked pseudorandom or substantially random interpolymer" (abstract). McKay defines the term "interpolymer" to mean "polymers prepared by the polymerization of at least two different types of monomers" (col. 5, lines 57-59). McKay characterizes polymers as falling within two general classes, either "interpolymers" from "homopolymers," and McKay's disclosure is clearly directed solely to interpolymers (col. 5, lines 29-34).

As set forth in the Declaration, one of ordinary skill in the art would understand that the term "polyisoprene" refers to homopolymers of isoprene, and does not encompass "interpolymers" as disclosed by McKay. Applicants respectfully submit that the Examiner's interpretation of the claim term "polyisoprene" is thus not in concordance with its ordinary and accustomed meaning in the art, and thus interprets the claim more broadly than its broadest reasonable interpretation.

In light of the interpretation of the claim term "polyisoprene" consistent with the understanding of one of ordinary skill in the art, as set forth in the Declaration, it is clear that McKay does not anticipate each and every element of the claims. Specifically, McKay discloses no polyisoprene article. As such, applicants respectfully request reconsideration and withdrawal of the rejections of claims 10, 16, and 17 under 35 U.S.C. §102(b) over McKay.

The Examiner has newly rejected claims 26-28 under 35 U.S.C. §102(b) over McKay, for at least the same reasons as stated in regard to claim 10 (paragraph 16 of the Office Action). Applicants respectfully request withdrawal of the rejections under 35 U.S.C. §102(b) over McKay in light of the Declaration and the above remarks regarding the interpretation of the claim term "polyisoprene."

Rejections under 35 U.S.C. § 103(a)

The Examiner has maintained the rejection of claims 11-14 and 22 under 35 U.S.C. §103(a) for allegedly being obvious over McKay in view of U.S. Patent No. 6,187,857 to Ozawa et al. ("Ozawa") for the reasons set forth in paragraph 12 of the

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September 7, 2006 Office Action. The Examiner has also maintained the rejection of claim 15 under U.S.C. §103(a) for allegedly being obvious over McKay in view of Ozawa for the reasons set forth in paragraph 13 of the September 7, 2006 Office Action. In response to applicants' arguments, the Examiner again specifically contended that (page 8 of the Office Action):

A polymer that includes isoprene is a polyisoprene, regardless of whether it is a homopolymer of isoprene or a copolymer (interpolymer) that includes isoprene. The claim term "polyisoprene" does not limit a claim to a homopolymer of isoprene.

Applicants respectfully disagree with the Examiner's contention, and in support, have filed herewith the Declaration of Shipping Wang Under 37 C.F.R. §1.132 ("Declaration"). Applicants further hereby incorporate by reference the remarks set forth in the May 22, 2007 Amendment and Response.

Applicants reiterate, as set forth above, that McKay discloses interpolymers. Furthermore, McKay teaches away from the use of homopolymers by distinguishing the interpolymers of the invention of McKay over homopolymers. As set forth in the Declaration, one of ordinary skill in the art would understand that the term "polyisoprene" refers to homopolymers of isoprene, and does not encompass "interpolymers" as disclosed by McKay. Applicants respectfully submit that the Examiner's interpretation of the claim term "polyisoprene" is thus not in concordance with its ordinary and accustomed meaning in the art, and thus interprets the claim more broadly than its broadest reasonable interpretation.

As such, McKay does not teach a "polyisoprene" article. Furthermore, the Examiner has combined the disclosure of McKay with the disclosure of Ozawa. McKay is as described above and Ozawa is as described in the May 22, 2007 Amendment. Assuming arguendo that Ozawa was capable of remedying the deficiency of McKay (i.e., by at least teaching polyisoprene articles), nevertheless one of ordinary skill in the art would not be motivated to combine the disclosure of McKay with any other teaching to arrive at a homopolymer due to the teaching away and disparaging of the use of homopolymers. Furthermore, Ozawa does not disclose homopolymers; Ozawa instead is specifically directed to an unsaturated nitrile-conjugated diene copolymer rubber latex, which is not a homopolymer.

In light of the above remarks, applicants respectfully request reconsideration and withdrawal of the rejection of claims 11-14, 22, and 15 under 35 U.S.C. §103(a).

The Examiner has newly rejected claims 23-25 under 35 U.S.C. §103(a) over McKay in view of Ozawa, for at least the same reasons as stated in paragraph 12 of the September 7, 2006 Office Action in regard to claim 22. Applicants respectfully request withdrawal of the rejections under 35 U.S.C. §103(a) over McKay in view of Ozawa in light of the Declaration and the above remarks.

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CONCLUSION

Applicants have not individually addressed the rejections of all of the dependent claims because applicants submit that the independent claims from which they respectively depend are in condition for allowance as set forth above. Applicants however reserve the right to address such rejections of the dependent claims should such be necessary.

Based on the foregoing remarks, applicants respectfully request reconsideration and withdrawal of the rejection of claims and allowance of this application. If any issues remain in connection herewith, the Examiner is respectfully invited to telephone the undersigned to discuss the same.

Respectfully submitted,

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